

FAX RECEIVED

JUN 2 2 2004

Technology Center 2100

POWER OF ATTORNEY

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application of: Monteiro &amp; Butterworth

Serial No.: 08/644,072

Patent No.: 5,778,187

Filed: May 9, 1996

Issue Date: July 7, 1998

For: MULTICASTING METHOD AND  
APPARATUS

Attorney Docket No.: 061163-0003-US

#12  
Revoc  
P/A  
y/v  
6-23-04**REVOCATION AND POWER OF ATTORNEY BY ASSIGNEE  
AND EXCLUSION OF INVENTOR(S) UNDER 37 C.F.R. 3.71  
WITH STATEMENT UNDER 37 C.F.R. 3.73(b)**Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

The undersigned assignee of the entire interest in the above-identified subject patent hereby revokes all previous powers and appoints Morgan, Lewis & Bockius LLP, customer no. 24341 as its attorneys to prosecute this application and to transact all business in the United States Patent and Trademark Office connected therewith, said appointment to be to the exclusion of the inventors and their attorney(s) in accordance with the provisions of 37 C.F.R. 3.71, provided that, if any one of these attorneys ceases being affiliated with the law firm of Morgan, Lewis & Bockius LLP as partner, counsel, or employee, then the appointment of that attorney and all powers derived therefrom shall terminate on the date such attorney ceases being so affiliated.

Please direct all correspondence for this application to customer no. 24341.

I am the:

- ☐ Applicant/Inventor  
☒ Assignee of record of the entire interest. See 37 CFR 3.71.  
(Statement under 37 CFR 3.73(b) is applicable)

**Statement Under 37 C.F.R. 3.73(b)**

Two-Way Media LLC states that it is:

- ☒ the assignee of the entire right, title, and interest; or  
☐ an assignee of less than the entire right, title and interest.  
The extent (by, percentage) of its ownership interest is %

in the patent application/patent identified above by virtue of either:

- ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office on at Reel , Frame , or for which a copy thereof is attached.

OR

- ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to

the current assignee as shown below:

1. From: Antonio M. Monteiro and James F. Butterworth To: Netcast Communications Corp.

The document was recorded in the United States Patent and Trademark Office on July 8, 1996 at Reel 8080 , Frame 0937, or for which a copy thereof is attached.

2. From: Netcast Communications Corp. To: Netcast Innovations Ltd.

The document was recorded in the United States Patent and Trademark Office on January 11, 2002 at Reel 012483, Frame 0450, or for which a copy thereof is attached.

3. From: Netcast Innovations Ltd. To: Two-Way Media LLC

The document was recorded in the United States Patent and Trademark Office on at Reel , Frame , or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☒ Copies of assignments of other documents in the chain of title are attached.  
[Note: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Date: 22 June 2004

ASSIGNEE: Two-Way Media LLC

Signature:

Typed Name: James F. Butterworth

Position/Title: CEO

Address: 380 Boulder Street  
Mintum, CO 81645

JOINT

## ASSIGNMENT

WHEREAS, WE, Antonio M. Monteiro and James F. Butterworth, ASSIGNORS, citizens of the United States, residing at 21 South End Avenue, New York, NY 10280; and 32 North Moore Street, New York, NY 10013, respectively, are the inventors of the invention in MULTICASTING METHOD AND APPARATUS for which we have executed an application for a Patent of the United States

☒ which is executed on ☒ even date herewith or ☐ \_\_\_\_\_ (date)

☒ which is identified by Pennie & Edmonds docket no. 8850-003

☒ which was filed on May 9, 1996, Serial No. 08/644,072

and WHEREAS, Netcast Communications Corp., ASSIGNEE, a corporation of the State of Delaware with place of business at 9 DesBrosses Street, New York, NY 10013, is desirous of obtaining our entire right, title and interest in, to and under the said invention and the said application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, our entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND WE HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant and agree that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, We hereunto set our hands and seals the day and year set opposite our respective signatures.

Date JULY 2<sup>nd</sup>, 1996 \_\_\_\_\_ L.S.

Date 2 July, 1996 \_\_\_\_\_ L.S.

State of New York } SS.:  
County of Kings }

On this 2nd day of July, 1996, before me, a Notary Public in and for the State and County aforesaid, personally appeared Antonio M. Monteiro to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

State of New York } SS.:  
County of Kings }

On this 2nd day of July, 1996, before me, a Notary Public in and for the State and County aforesaid, personally appeared James F. Butterworth to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Joan Maffettone  
JOAN MAFFETTONE Notary Public.  
Notary Public, State of New York  
No. 24-01MA4912858  
Qualified in Kings County  
Commission Expires November 23, 1997

Joan Maffettone  
JOAN MAFFETTONE Notary Public.  
Notary Public, State of New York  
No. 24-01MA4912858  
Qualified in Kings County  
Commission Expires November 23, 1997

## DEED OF ASSIGNMENT

WHEREAS, Netcast Communications Corp., a corporation organized and existing under the laws of the State of Delaware and having a principal place of business at 32 N Moore Street #5, New York, New York 10013-2499 (the "ASSIGNOR"), is the assignee from the inventors of their entire right, title and interest in, to and under the United States Applications and Patents:

- No. 644,072, filed on May 9, 1996 and issued as U.S. patent no. 5,778,187 on July 7, 1998;
- No. 110,369, filed on July 6, 1998 and issued as U.S. patent no. 5,983,005 on November 9, 1999;
- No. 435,732, filed on November 8, 1999 and issued as U.S. patent no. 6,119,163 on September 12, 2000; and
- No. 617,647, filed on July 17, 2000;

all titled "Multicasting Method and Apparatus" (collectively the "Applications and Patents"), and all by Antonio M. Monteiro and James F. Butterworth, and

WHEREAS, Netcast Innovations Ltd., a limited liability corporation organized and existing under the laws of the State of Nevada and having a place of business at 2122 Bluff Street, Boulder, Colorado 80304-4291 (the "ASSIGNEE"), is desirous of obtaining the ASSIGNOR's entire right, title and interest in, to and under the Applications and Patents:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to the ASSIGNOR paid, and in consideration of other good and valuable consideration, the receipt of which is hereby acknowledged, the ASSIGNOR has sold, conveyed, assigned, transferred and set over, and by these presents does hereby sell, convey, assign, transfer and set over, unto the ASSIGNEE, its successors, legal representatives and assigns, the ASSIGNOR's entire right, title and interest in, to and under the Applications and Patents and all divisions, renewals and continuations thereof, and all Patents of the United States that may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection that contain the same disclosure as or rely for priority on any of the Applications and Patents, including, without limitation, all applications for patents, utility models and designs that may hereafter be filed in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from the Applications and Patents under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs that may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND the ASSIGNOR HEREBY authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

AND the ASSIGNOR HEREBY further transfers and assigns to Assignee all causes of action, rights, including, but not limited to, the right to sue and receive damages for future and past infringements thereof and to stand in the place of the ASSIGNOR in all matters related thereto, and remedies arising under any of the Applications and Patents prior to or after the effective date of this instrument;

AND the ASSIGNOR HEREBY covenants and agrees that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement (such as any licenses, liens, or other encumbrances) in conflict herewith;

AND the ASSIGNOR HEREBY further covenants and agrees that it will communicate to the ASSIGNEE, its successors, legal representatives and assigns, any facts known to the ASSIGNOR respecting the Applications and Patents, and, upon the request and at the expense of ASSIGNEE, testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for the Applications and Patents in all countries.

IN WITNESS WHEREOF the ASSIGNOR has executed this Assignment through its duly authorized officer this 10<sup>th</sup> day of January, 2002.

NETCAST COMMUNICATIONS CORP.

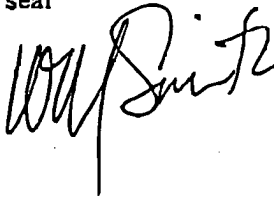
By: 

Name: James F. Butterworth  
Title: President and CEO

State of Colorado )  
County of Boulder )

On January 10, 2002, before me, W.M. Smith, Notary Public, personally appeared James F. Butterworth, personally known to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted executed the instrument.

WITNESS my hand and official seal

A handwritten signature in cursive script, appearing to read "W.M. Smith", written in black ink.

## SECRETARY OF STATE



## CERTIFICATE OF NAME CHANGE

I, DEAN HELLER, the duly qualified and elected Nevada Secretary of State, do hereby certify that on June 13, 2002, a Certificate of Amendment to its Articles of Organization changing the name to **TWO-WAY MEDIA LLC** was filed in this office by **NETCAST INNOVATIONS LTD.** Said change of name has been made in accordance with the laws of the State of Nevada and that said Certificate of Amendment is now on file and of record in this office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office, in Carson City, Nevada, on May 28, 2004.



DEAN HELLER  
Secretary of State

By

  
Certification Clerk

1 Frank E. Morris (Reg. No. 24,615)  
2 Dion M. Bregman (Reg. No. 45,645)  
3 Morgan, Lewis & Bockius LLP  
3300 Hillview Avenue  
4 Palo Alto, California 94304  
Tel: (650) 493-4935  
5 Fax: (650) 493-5556

6 Attorneys for Two-Way Media LLC

7 UNITED STATES

8 PATENT & TRADEMARK OFFICE

9  
10 TWO-WAY MEDIA LLC,

Plaintiff,

US Patent No. 5,778,187

11 v.

CERTIFICATE OF SERVICE

12 AMERICA ONLINE, INC.,

Defendant



CERTIFICATE OF SERVICE

I am employed in the City of Palo Alto, County of Santa Clara, State of California, I am over the age of 18 years and not a party to the within action. My business address is 3300 Hillview Avenue, Palo Alto, California 94304. On June 22, 2004, I caused copies of the attached document(s) described as follows:

**REVOCATION AND POWER OF ATTORNEY BY ASSIGNEE; COPY OF ASSIGNMENT FROM ANTONIO M. MONTEIRO AND JAMES F. BUTTERWORTH TO NETCAST COMMUNICATIONS CORP.; COPY OF ASSIGNMENT FROM NETCAST COMMUNICATIONS CORP. TO NETCAST INNOVATIONS LTD.; COPY OF CERTIFICATE OF NAME CHANGE FROM NETCAST INNOVATIONS LTD. TO TWO-WAY MEDIA LLC.**

to be served on

John F. Hayden, Esq. Fish & Richardson P.C. 1425 K Street, N.W. 11 <sup>th</sup> Floor Washington, D.C. 20005-3500	
--	--

\_\_\_\_ (BY OVERNIGHT DELIVERY) I caused each such envelope to the addressee(s) noted above, with charges fully prepaid, to be sent by overnight delivery from Palo Alto, California. I am readily familiar with the practice of Morgan Lewis & Bockius LLP for collection and processing of correspondence for overnight delivery, said practice being that in the ordinary course of business, mail is placed with the overnight delivery service on the same day as it is placed for collection.

X (BY FIRST CLASS MAIL) I caused each such envelope to the addressee(s) noted above, with postage thereon fully prepaid, to be placed in the United States mail in Palo Alto, California. I am readily familiar with the practice of Morgan Lewis & Bockius LLP for collection and processing of correspondence for mailing, said practice being that in the ordinary course of business mail is deposited in the United States Postal Service the same date as it is placed for collection.

\_\_\_\_ (BY PERSONAL SERVICE) The person whose name is noted below caused to be delivered by hand each such envelope to the addressee(s) noted above.

\_\_\_\_ (BY FACSIMILE) The person whose name is noted below caused to be transmitted by facsimile each such document to the addressee(s) noted above.

\_\_\_\_ (BY EMAIL) The person whose name is noted below caused to be transmitted by email each such document to the addressee(s) noted above.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at Palo Alto, California, on June 22, 2004.

  
\_\_\_\_\_  
Mathew Otts

Morgan, Lewis & Bockius LLP  
3300 Hillview Avenue  
Palo Alto, California 94304-1203  
TEL: 650.493.4935  
FAX: 650.493.5556  
www.morganlewis.com

## FAX RECEIVED

JUN 22 2004

Technology Center 2100

Morgan Lewis  
C O U N S E L O R S   A T   L A W

## SEND TO

Name: Examiner Pinchus Laufer Firm: U.S. Patent Office  
FAX (703) 305-8266 Telephone (703)306-4160  
Number: Number:

## FROM

Name: Dion M. Bregman, Esq. Date Sent: June 22, 2004  
Operator Telephone 650- 849-7603  
Sending: Number:  
FAX 650-493-5556 Floor: Number of Pages: 10  
Number: (including cover page)

## FAX MESSAGE

THE INFORMATION CONTAINED IN THIS FAX MESSAGE IS INTENDED ONLY FOR THE PERSONAL AND CONFIDENTIAL USE OF THE NAMED RECIPIENT(S). THIS MESSAGE MAY BE AN ATTORNEY-CLIENT COMMUNICATION AND AS SUCH IS PRIVILEGED AND CONFIDENTIAL. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT OR AN AGENT RESPONSIBLE FOR DELIVERING IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT YOU HAVE RECEIVED THIS DOCUMENT IN ERROR AND THAT ANY REVIEW, DISSEMINATION, DISTRIBUTION, OR COPYING OF THIS MESSAGE IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE, AND RETURN THE ORIGINAL MESSAGE TO US BY MAIL. THANK YOU.

## COMMENTS

Enclosed are the following documents in connection with US Patent No. 5,778,187:

1) Revocation and Power of Attorney by Assignee, Two-Way Media LLC; 2) copy of Assignment from Antonio M. Monteiro and James F. Butterworth to Netcast Communications Corp.; 3) copy of Assignment from Netcast Communications Corp. to Netcast Innovations Ltd.; 4) copy of Certificate of Name Change from Netcast Innovations Ltd. to Two-Way Media LLC; and 5) Proof of Service.

No fees are believed due in connection with this transmittal. However, the Commissioner is authorized to charge all required fees, fees under 37 C.F.R. § 1.17 and all required extension of time fees throughout the pendency of this application, or credit any overpayment, to Morgan, Lewis & Bockius LLP Deposit Account No. 50-0310 (order 061163-0000).

## CERTIFICATE OF FACSIMILE TRANSMISSION

I hereby certify that this paper is being filed with the United States Patent and Trademark Office by facsimile transmission on June 22, 2004, to facsimile telephone number (703) 305-8266.

  
Matthew O'Leary

Date: June 22, 2004

DO NOT SEND TO CLIENTS | TEAR ALONG DOTTED LINE | THIS PORTION FOR BILLING PURPOSES ONLY

Date Sent: Attorney: Dion M. Bregman ID:  
Time: Client: Two-Way Media LLC Client/Matter Number: 061163-0003

Receipt Confirmed:

Number of Pages: 10  
(including cover page)

☐ Firm Charge  
(check box if applicable)

[CH-22]